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**ATTORNEY FOR PLAINTIFF**

**INNOVATIVE WELLNESS CENTER, PC**  
220 Forsgate Drive  
Jamesburg, NJ 08831

**v.**

**HARTFORD INSURANCE COMPANY OF  
THE MIDWEST**  
One Hartford Plaza  
Hartford, CT 06155

**IN THE UNITED STATES  
DISTRICT COURT FOR  
THE DISTRICT OF NEW  
JERSEY (TRENTON)**

**DOCKET NO:**

**JURY TRIAL DEMANDED**

**COMPLAINT IN CIVIL ACTION**

1. Plaintiff is a New Jersey professional corporation owned by Dr. Bryan and Mrs. Michele Berger and its principal place of business is located in New Jersey at 220 Forsgate Drive, Monroe Township, Middlesex County, New Jersey.

2. Defendant, Hartford Insurance Company of the Midwest, is a Connecticut insurer principally located in Connecticut, defendant maintains offices at the above captioned address and defendant is regularly engaged in the sale of insurance in New Jersey.

3. Jurisdiction of this Court is based on diversity, 28 U.S.C. Section 1332, because the parties are residents and citizens of different states and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

4. At all times relevant hereto plaintiff's property located at 15-17 E. Railroad Avenue, Jamesburg, New Jersey was insured by a policy of insurance issued to plaintiff by defendant in exchange for valuable consideration.

5. On or about February 26, 2016 plaintiff's property at 15-17 E. Railroad Avenue sustained extensive damage caused by frozen plumbing despite plaintiff's best efforts to maintain heat in the structure.

6. Plaintiff promptly notified defendant of the loss and complied with all conditions precedent to a full recovery under the policy.

7. Instead of indemnifying plaintiff for damage that resulted from this clearly covered cause of loss defendant erroneously denied coverage thereby breaching the insurance contract.

8. Plaintiff complied with all conditions precedent to full recovery under the policy to the best of plaintiff's ability under the circumstances and despite demand on defendant for full and complete indemnity as plaintiff reasonably expects under the insurance policy, defendant has refused in breach of the insurance contract.

WHEREFORE, plaintiff prays for judgment against defendant for a sum in excess of \$75,000.00 exclusive of interest and costs.

RESPECTFULLY SUBMITTED,  
Harrington & Caldwell, P.C.  
Attorneys for Plaintiff

By:   
SALLY J. CALDWELL, ESQUIRE